

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

James Henry Chance,)
Plaintiff,) Civil Action No. 2018 JAN - 8 A 8:56
v.) CLERK US DISTRICT COURT
Christina Nana Owusu;) ALEXANDRIA, VIRGINIA
Kofi Owusu-Sotia,)
MetLife Auto and Home,)
Passport BMW Camp Springs, MD)
Defendants.) 1:18cv31 (WD/MSN)

CIVIL ACTION FOR PROPERTY DAMAGES, EMOTIONAL DISTRESS, LOSS OF
BUSINESS AND PERSONAL USE OF PROPERTY, BREACH OF DUTY,
INTERFERENCE WITH MARITAL RIGHTS AND PRIVILEGES AND OTHER
SUCH DAMAGES

- 1) This is an action by Plaintiff James Henry Chance, torts, property damages, compensatory damages, extreme emotional distress, personal injury, loss of business and personal use and enjoyment of personal property, defamation including libel and slander, breach of duty, interference with marital rights and privileges and other such damages as memorialized in this initial complaint.
- 2) On or about January 10, 2016, Audrey A. Aird (Chance) [Ms. Aird] what's operating a 2013 BMW (VIN# WBASP2C5XDC339616) owned by James Henry Chance at or near the intersection Jefferson Davis Highway and Cowan Boulevard in Fredericksburg Virginia. Miss Aird was stopped at a red traffic light when vehicle she was driving was struck in the rear by a vehicle driven by Christina Nana Owusu, owned by Kofi Owusu-Sotia and insured by MetLife Auto and Home insurance company. A police crash report was recorded by traffic police officers at the scene. Audrey Aird was transported to Mary Washington hospital by ambulance. The vehicle owned by James Henry chance was towed from the accident scene by a tow truck. Upon discovery of the accident and after a visit to the hospital, Mr. Chance located the Vehicle and transported it to his personal residence. On or about Monday, January 11, 2016, Mr. James contacted MetLife auto and home insurance company, Reported the accident and requested the

vehicle be transported to the BMW dealer of his choice for repair. The MetLife Insurance adjuster told Mr. Chance that he could take no action at his direction from him regarding the vehicle because Ms. Aird was the vehicle owner, and all directions we need to come from her. After several days of delay and numerous personal insults from the MetLife adjuster, the MetLife agent was presented with the vehicle purchase contract and the vehicle registration showing the vehicle was owned by and registered to Mr. Chance. Mr. Chance gave the MetLife adjuster instructions along with the name and location of the BMW dealer we're he wanted to get the vehicle repaired. Instead of following Mr. Chance's instructions, the MetLife agent-adjuster directed his towing company to transport the vehicle to Defendant Passport BMW in Camp Springs Maryland. Mr. Chance attempted to get a rental car replacement and MetLife refused his numerous requests and chose only to deal with Audrey Aird for the rental car and defaming insults to Mr. Chance. After directing Ms. Aird to rent a vehicle which she paid for with her credit cards, Met Life then required she return the vehicle to the rental office for preapproval every few days costing James Chance to lose a day of work. This was not tenable, after losing a \$25,000,000.00 contract because he (Mr. Chance) stranded without transportation, he had no choice but acquire replacement transportation.

3) Over the course of the next three months, Passport BMW reported to Mr. Chance that the vehicle repairs were complete and he could come to pick up the vehicle. On more 10 different occasions, Mr. Chance took a day off work, traveled to the repair shop to pick up the vehicle, only to discover the vehicle repairs were not completed. On one occasion, Mr. Chance arrived to find the inside of his vehicle and been exposed to ambient harsh winter elements and filled with bird feces.

When it came to paying for the repairs, MetLife numerous checks to Audrey Aird purported to be for vehicle repairs and then instructed her (Audrey Aird) to cash those checks. James Chance informed Audrey Aird that cashing such checks would be financial fraud and that she would be criminally prosecuted if she did. Mr. Chance notified the MetLife adjuster and senior executive or this attempted fraud. So many insults were heralded at Mr. Chance that he felt he could no longer deal with the MetLife agents and executives in a business and professional manner.

Mr. chance paid passport BMW for the claimed repairs from his own funds. After finally receiving the car from passport BMW months later, in April of 2016, Mr. Chan discovered that

claimed the repairs we're not done, were faulty and did not measure up to BMW factory standards.

COUNT I –
CIVIL ACTION FOR PROPERTY DAMAGES

**Defendants: Christina Nana Owusu; Kofi Owusu-Sotia, MetLife Auto and Home,
Passport BMW Camp Springs, MD**

4) This COUNT of the complaint re-alleges and incorporates all of the previous listed above in this complaint.

5) On or about January 10, 2016, a vehicle driven by Christina Nana Owusu did strike the rear of a 2013 BMW 535i GT with vehicle identification number WBASP2C5XDC339616, owned by James Henry Chance while it was stopped at a red traffic light, causing extensive auto body, mechanical and electronic/electrical damages to the vehicle. The Chance owned vehicle was operated by Audrey A. Aird, who was transported from the accident via ambulance to Mary Washington Hospital.

6) Defendants Christina Nana Owusu, Kofi Owusu-Sotia and MetLife Auto and Home admit to responsibility for the damages caused. And agreed to make restitution for the damage and loses cause.

7) The to the vehicle damages include the following: (1) Auto body damages including destruction and distortion of vehicle frame, body, heat shielding, safety features, luxury options and other component part from their factory specifications; (2) Drive train, mechanical damages, all wheel drive system, X-Drive system, computer systems and controls for the drive system, wheel alignment and other portions of the drive train; (3) Vehicle computers, electronics and electrical systems damages including optional luxury features and basic life safety equipment and driver assist luxury features; (4) Vehicle metal alloy rims, tires and wheel bearings (one was replaced after dealer and certified BMW engineers' inspections); (5) vehicle noise isolation systems and components; (6) auto body exterior paint and finish and manufacturer logos were replaced with after-market substandard parts and interior damages; (7) Damages to the interior caused by exposure to the winter elements, the deposition of what is believed to bird feces on the

interior components of the vehicle and other such damages as itemized in dozens of communications to MetLife Auto and Home.

COUNT II –
EMOTIONAL DISTRESS

**Defendants: Christina Nana Owusu; Kofi Owusu-Sotia, MetLife Auto and Home,
Passport BMW Camp Springs, MD**

8) This COUNT of the complaint re-alleges and incorporates all of the causes of action in the previous COUNTS of this complaint.

The actions, omissions, failure to act, public and private behaviors of the defendants did cause extreme emotional distress, privacy and dignity torts to Plaintiff James Henry Chance.

Defendants Christina Nana Owusu and Kofi Owusu-Sotia did cause and allow to be caused great emotional stress by the operation of a motor vehicle in such a manner that triggered a series of events including sustained damaging actions of defendants MetLife Auto and Home and Passport BMW.

9) By and through their agents, employees and representatives, Defendants MetLife Auto and Home and Passport BMW did act intentionally; and after being notified numerous times that their behavior was inflicting extreme emotional distress on James Henry Chance, with conduct, actions, behaviors, gestures, utterances and other communications in public and in private, that caused severe emotional trauma in James Henry Chance. Their behavior and conduct was ongoing and was far beyond the normal offensive conduct in which a normal citizen is expected to endure. Their conduct was extreme and outrageous and was continual and intentionally directed at James Henry Chance after the agents were notified orally and in writing of the affect their behaviors were having on the Plaintiff.

COUNT III –
LOSS OF BUSINESS AND PERSONAL USE OF PROPERTY

**Defendants: Christina Nana Owusu; Kofi Owusu-Sotia, MetLife Auto and Home,
Passport BMW Camp Springs, MD**

10) This COUNT of the complaint re-alleges and incorporates all of the causes of action in the previous COUNTS of this complaint.

11) Under Virginia Statute §8.01-66A, Plaintiff is allowed to recover damages to or the destruction of his motor vehicle. The vehicle in question was purchased for business use, personal and family use and to assist in projecting an image of business that some decision maker use in Mr. Chance's business area. The vehicle was used for transporting business associates, perspective business associates and executive with contract and business decision making authority. A significant portion of the use of this vehicle what's for business purposes. Vehicles also used for Family transportation, personal transportation and also to help Mr. chance reflect a certain socioeconomic lifestyle that is critical element to his self-image and business activities of the Plaintiff. The loss of use of this vehicle required Mr. Chance to acquire the use of a similar category vehicle for his business, family and personal uses.

12) During the four-month period between January 2016 and April 2016 the vehicle was in the possession of passport BMW and could not be used for its intended purposes. Therefore, Mr. Chance was required to seek similar transportation from other sources at great expense to himself and his business operations. For the period of April 2016 to January 2018, Mr. Chance tried to make use of the vehicle since defendant's passport BMW and Met life auto and home insurance claim the vehicle had been repaired. After numerous occasions where the vehicle died in the middle of Interstate 95 highway speed traffic and failed to start on several occasions and exhibited characteristics that endangers the safety of the Vehicle occupants and other vehicles on the roadway, Mr. Chance consulted with BMW dealers and his certified BMW repair engineer and concluded that the unrepainted damages to the vehicle render it unsafe for anyone to operate on public and private properties. During the intent to use a vehicle, the unrepainted damages in the drivetrain, the electrical electronics, and other features of the vehicle were made more Manifest. The Vehicle currently resides in the garage at the home of Mr. Chance and cannot be used for its regular intended purposes as of the filing of this complaint in January 2018. Mr. Chance continues to incur expenses because he is unable to use this vehicle.

COUNT IV –
BREACH OF DUTY

Defendants: MetLife Auto and Home and Passport BMW Camp Springs, MD

13) This COUNT of the complaint re-alleges and incorporates all of the causes of action in the previous COUNTS of this complaint.

14) The defendants MetLife Auto and Home and Passport BMW breached their respective duties in their dealings with the plaintiff. These Defendants had a fiduciary duty to fulfill their obligations under the insurance contracts and under repair contracts, as they accepted by them on behalf of defendants Christina Nana Owusu and Kofi Owusu-Sotia. Defendant MetLife auto and home accepted the responsibility for vehicle damages caused by Christina Nana Owusu and Kofi Owusu-Sotia when MetLife Auto and Home accepted responsibility to pay the claim against their insurance policy. As of January 2018, the repairs have not been paid for by MetLife auto and home. Defendant passport BMW accepted responsibility and the duty to repair the vehicle to BMW specifications. As of January 2018, not all of the repairs have been made, and the attempted repairs do not meet BMW specifications based on the report I'll be certified BMW engineer retained by the plaintiff at his own expense. The Vehicle is currently unusable and is stored in Plaintiff's garage.

15) The Breach of duty by MetLife Auto and Home and Passport BMW caused the Plaintiff damages, losses and expenses totaling more than \$222,000.00 and the loss of a \$25,000,000.00 contract to the Plaintiff's business because false and misleading information from defendants Passport BMW and MetLife Auto and Home left the Plaintiff stranded, where he was not able to travel to the contract meetings. Additionally, Plaintiff lost reputation with one of the largest potential customers in his industry.

COUNT V –
LOSS OF SERVICES ADDITIONAL COSTS

Defendants: MetLife Auto and Home and Passport BMW Camp Springs, MD

16) This COUNT of the complaint re-alleges and incorporates all of the causes of action in the previous COUNTS of this complaint.

17) As a result of the injuries sustained by Audrey A. Aird (Chance), wife of the plaintiff, on or about January 10, 2016, she has not been able to maintain normal marital services and physical marital relations with the Plaintiff. Prior to the accident, the Plaintiff's wife was a healthy, very physically fit yoga instructor that had no physical, emotional or pain based limiting issues. Since the accident, the Plaintiff's wife has been unable to engage in and be present (mentally and psychologically) in the committed relationship. The loss of these services in the relationship has exacerbated, increased and served as a perpetrator of the plaintiff's emotional distress cycles created by the behavior of the Defendants. The accident victim's constant complaining about pain as well as her presentation at bedtime after consuming powerful pain medication, has destroyed what was a very good loving and caring relationship and interfered with the household services she performed. The household maintenance services now have to be purchased from non-family members causing a loss of privacy. These actions have caused the Plaintiff Pain and Suffering, Humiliation and embarrassment, mental anguish, loss of reputation, loss of society and companionship and extreme emotional distress.

18) Additionally, the Plaintiff has lost the benefit of services from his wife, Audrey Aird (Chance), and now has to pay non-household persons to perform such services.

COUNT VI –
BREACH OF CONTRACT

Defendants: MetLife Auto and Home and Passport BMW Camp Springs, MD

19) This COUNT of the complaint re-alleges and incorporates all of the causes of action in the previous COUNTS of this complaint.

20) Defendants Christina Nana Owusu and Kofi Owusu-Sotia entered into written contract agreements with Defendant MetLife Auto and Home Insurance pursuant to Virginia State Insurance laws requiring MetLife to accept responsibility for motor vehicle damages caused to the Plaintiff vehicle. By extension, MetLife secured the services of Passport BMW via implicit or explicit contract to complete repairs to the Plaintiff's vehicle caused in a January 2016 accident in which Defendants Christina Nana Owusu and Kofi Owusu-Sotia were at fault.

21) As of January 2018, the repairs have not been completed to BMW specifications and the vehicle is not usable for the business and personal use purposes it was acquired by the Plaintiff.

22) The defendant MetLife refuses to interact with the Plaintiff to discuss repairs to the vehicle and payments for such repairs. This defendant chooses to communicate exclusively with Audrey Aird and has written a series of checks to Audrey Aird, allegedly for payment for vehicle repairs to Plaintiff's 2013 BMW.

COUNT VII –
DISCRIMINATION BASED ON RACE, NATIONAL ORIGIN

Defendants: MetLife Auto and Home and Passport BMW Camp Springs, MD

23) This COUNT of the complaint re-alleges and incorporates all of the causes of action in the previous COUNTS of this complaint.

24) In this case the Plaintiff, James Henry Chance has made a claim under the federal civil rights statute that prohibits discrimination against a person because of race, national origin, ethnicity and membership in protected groups.

25) The Defendants MetLife Auto and Home and Passport BMW Camp Springs Maryland violated the rights of Plaintiff under **42 USC § 1983** and **42 USC § 1981** and other such applicable laws in behaviors, actions and in words. Defendant MetLife through and by its agents did do the following:

- a) Told the Plaintiff “you are just another nigger living off of that white woman and I am not going to deal with you in the settlement of “her claims for her vehicle” damages...”
- b) Told the Plaintiff “... you are just another black male with bad credit, a minimum wage job and a long criminal record....”
- c) Told the Plaintiff “... if you don’t like what we are doing you can always file a law suit ...”; “... we can do anything we want cause niggers like you are locked out of the system by your criminal records...”
- d) Told Plaintiff “... you won’t even get a lawyer to take the case and if you do who do you think the judge is going to believe, a nigger like you or me and the insurance company...”

- e) Told Plaintiff "... I will write a check to Audrey Aird, she is the real owner of this vehicle and if you try to go to court we will use your criminal record to see that you get nothing, just take what we give you an be satisfied..."
- f) Told Plaintiff "... if you make so much money, why don't you niggers pay to have the car fixed yourself? ..."
- g) Told Plaintiff "... I don't have to deal with your black ass..." left the conversation.
- h) Told Plaintiff "... you have no rights and no money to sue the company, so go ahead a report it to the company, nobody will do anything, the will see you as another "broke as nigger" trying to get a win fall..."

26) The discriminatory, racist and prohibited behaviors, language and actions of the MetLife agents, adjusters and managers were reported to the C Suite Executives in the company. As of the writing of this complaint, no executive or MetLife legal representative as communicated with the Plaintiff or sought to resolve his issues.

27) The Defendant Passport BMW through and by its agents did do the following while failing to deliver the completely repaired vehicle on at least 10 attempts (after notifying the Plaintiff that he could come to pick up the vehicle) did do the following:

- a) Told the plaintiff "... we have a whole lot of customers like you, all they care about is that paint and dents. You people just want to look good in you BMW..."
- b) Told Plaintiff ". Off all of the black customers coming in here to get their car repaired, none have complained about the all-wheel drive (X-Drive) not working, yawl don't know what that is, so who cares if it works.
- c) Told Plaintiff "... you dumb motherfuckers don't know shit about these cars...; ... you buy them used and don't know what is wrong with them...; and then you can't afford to have then fixed cause you people don't make enough money to properly maintain a car like this...", "... you should go buy a Toyota Corona or Honda Civic..." .
- d) Told Plaintiff "... I am not being racist, but blacks don't care about all those electronic gadgets, so, why do you? You got you good looking BMW ready to cruise through the ghetto..."
- e) Told Plaintiff "...there is nothing wrong with the drive train, the rims are bent. Replace then the vibration will stop. You don't look like no engineer to me, show me you PhD..."
- f) Told Plaintiff "... I don't know no black PhDs, you got to be a lying..."

g) Told Plaintiff "... black people come in here lying about what you know, you have to be a dealer to get the computer to read the CAN Bus BMW specific factory codes ..."; "... fuck you, I am not wasting my time with you dumb as niggers..."

28) These items were reported to the body shop manager who threaten to have me arrested if I did not leave his property immediately.

The defendants have not offered any explanation, defense or retraction of such actions by the Defendants and their agents.

COUNT VIII - DEFAMATION

VA §8.01-247.1, VA §18.2-417, and Common Law

Defendants: MetLife Auto and Home and Passport BMW Camp Springs, MD

29) This COUNT of the complaint re-alleges and incorporates all of the causes of action in the previous COUNTS of this complaint.

30) Upon information and belief, and as witnessed, on numerous occasions in past 2 years, including but not limited to in-person meetings, telephone calls and in the presence of numerous parties the Defendants MetLife and Passport BMW did make utterances, specific actions and memorialized defamations of the good reputation, social standing, perception to persons, businesses and groups, of the Plaintiff.

This statements and allegations defaming the Plaintiff's good name and reputation are false in-fact false and there is no basis for the Defendants to state, claim or otherwise present such falsehoods.

JURISDICTION

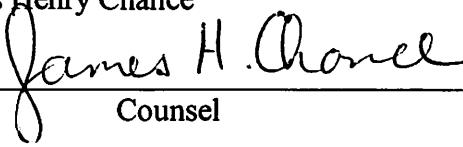
31) This court has jurisdiction pursuant to 28 U.S.C. § 1332, diversity of citizenship. Wherein the Plaintiff is a citizen of the state of Virginia, Defendant Passport BMW is a citizen of the state of Maryland, Defendant MetLife Auto and Home is a citizen of the state of North Carolina, and finally Defendants Christina Nana Owusu and Kofi Owusu-Sotia are citizens of the state of Virginia.

JURY TRIAL

32) The Plaintiff, James Henry Chance, hereby request a trial by jury on all issues so triable.

PRAYER FOR RELIEF

33) WHEREFORE, Plaintiff, James Henry Chance, prays for the following relief; compensatory damages in the amount of \$222,465.87 (Two hundred twenty-two thousand four hundred sixty-five dollars and eighty-seven cents) for loss of use of the subject vehicle, the acquisition of replacement transportation and associated costs and indirect costs, loses, fees and un-reimbursed payments. The Plaintiff prays a judgement replacing lost business in the amount of \$25,000,000.00 (Twenty-five million dollars) caused by the actions of the defendants. The plaintiff Prays for Punitive Damages in the amount three times the compensatory damages totaling \$667,397.61 (Six hundred thousand three hundred ninety-seven dollars and sixty-one cents).

Respectfully submitted,
James Henry Chance
By 
Counsel

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